

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

RIM S.A. de C.V.
400 Inglewood Drive
El Paso, Texas 79927

EPA ID No. TXR000020925

Respondent.

Docket No. HWCA 2005-0820

CONSENT ORDER

Health and Safety Code
Section 25187

The State Department of Toxic Substances Control (Department) and RIM S.A. de C.V. (Respondent) enter into this Consent Order and agree as follows:

1. Respondent operates a transfer station in El Paso, Texas at the following site: 400 Inglewood Drive, Texas. Respondent also operates a fully permitted Treatment, Storage, and Disposal Facility (TSDF) in Tijuana, Baja California Norte, Mexico and imports hazardous waste through the U.S. Customs Port of Entry in Otay Mesa, San Diego County.

2. The Department conducted a truck-stop inspection of a hazardous waste shipment imported by the Respondent at the U.S. Customs Port of Entry, Otay Mesa facility, on July 7, 2004. The shipment was being imported as a non-RCRA waste however analytical sample results collected by the Department indicated that the samples were in RCRA hazardous waste.

3.1. Respondent violated California Code of Regulations, title 22,

section 66262.11 in that on or about July 7, 2004, Respondent failed to determine if a waste was a RCRA hazardous waste; a total of 4-55 gallon metal drums manifested as "Non-RCRA Hazardous Waste" were a RCRA hazardous waste.

3.2. Respondent violated California Code of Regulations, title 22, section 66262.20(b) in that on or about July 7, 2004, Respondent failed to properly complete applicable sections of the Uniform Hazardous Waste Manifest (UHW). The discrepancies occurred on UHW No.21601113 and UHW No.21601115.

4. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

5. Jurisdiction exists pursuant to Health and Safety Code section 25187.

6. Respondent waives any right to a hearing in this matter.

7. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

8. Respondent shall comply with the following:

8.1. Respondent shall develop a written plan outlining how they will inspect all hazardous waste containers at the generators sites. Respondent submitted a copy of their Standard Operating Procedure for Container Inspection and Transportation to the Department on February 24, 2005. Respondent is now in compliance.

8.2. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent simultaneously:

To: Yvonne Sanchez,
Branch Chief
Southern California Branch
Statewide Compliance Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

To: Juan Jimenez, Chief
Border Unit
Southern California Branch
Statewide Compliance Division
Department of Toxic Substances Control
9174 Sky Park Court, Suite 150
San Diego, California 92123

8.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

8.4. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

8.5. Endangerment During Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any

deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

8.6. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

8.7. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

8.8. Sampling, Data, and Document Availability: Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent

shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

8.9. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

8.10. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

8.11. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the

Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

PAYMENTS

9. Respondent shall pay a total of \$2,000.00 as reimbursement of the Department's administrative costs. The Department has afforded a 75% penalty reduction for RIMSA's cooperation during the workshops provided in Baja California Norte to industry along the border region during fiscal year 2004-2005. Respondent's check for reimbursement of costs shall be made payable to Department of Toxic Substances Control. Respondent's check for cost reimbursement shall be delivered to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

To: Yvonne Sanchez,
Branch Chief
Southern California Branch
Statewide Compliance Division
Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, California 90630

To: Juan Jimenez, Chief
Border Unit
Southern California Branch
Statewide Compliance Division
Department of Toxic Substances Control
9174 Sky Park Court, Suite 150
San Diego, California 92123

9.1. If Respondent fails to make the payments as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety

Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

10. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

10.1. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

10.2. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

10.3. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

10.4. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as //

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provided in this agreement.

Dated: September 29, 2005

Original signed by Armando Barajas
Armando Barajas
Regional Manager
RIMSA

Dated: September 29, 2005

Original signed by Juan Jimenez
Juan Jimenez, Chief
Border Unit
Statewide Compliance Division
Department of Toxic Substances Control